

# MEMORANDUM

Agenda Item No. 5(A)

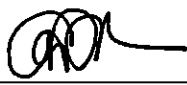

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** October 5, 2016

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Resolution declaring surplus 18 County-owned properties located in Miami-Dade County; revising the Inventory List of real property designated for affordable housing, after a public hearing, to include such properties in accordance with section 125.379(1), Florida Statutes; waiving Administrative Order No. 8-4 as it relates to review by the Planning Advisory Board and Implementing Order No. 3-44 as it relates to the section entitled Availability of County Property; authorizing conveyance, at a price of \$10.00, pursuant to section 125.379(2), Florida Statutes, and sections 17-121, et seq. of the Code of Miami-Dade County of 26 County-owned properties, inclusive of the 18 surplus County-owned properties, for Infill Housing development to Collective Developers LLC, a Florida limited liability company and a not-for-profit entity

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Audrey M. Edmonson.

  
\_\_\_\_\_  
Abigail Price-Williams  
County Attorney 

APW/smm



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** October 5, 2016

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 5(A)

Please note any items checked.

- \_\_\_\_\_ **"3-Day Rule" for committees applicable if raised**
- \_\_\_\_\_ **6 weeks required between first reading and public hearing**
- \_\_\_\_\_ **4 weeks notification to municipal officials required prior to public hearing**
- \_\_\_\_\_ **Decreases revenues or increases expenditures without balancing budget**
- \_\_\_\_\_ **Budget required**
- \_\_\_\_\_ **Statement of fiscal impact required**
- \_\_\_\_\_ **Statement of social equity required**
- \_\_\_\_\_ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**
- \_\_\_\_\_ **No committee review**
- \_\_\_\_\_ **Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_\_, 3/5's \_\_\_\_\_, unanimous \_\_\_\_\_) to approve**
- \_\_\_\_\_ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 5(A)

10-5-16

RESOLUTION NO. \_\_\_\_\_

RESOLUTION DECLARING SURPLUS 18 COUNTY-OWNED PROPERTIES LOCATED IN MIAMI-DADE COUNTY; REVISING THE INVENTORY LIST OF REAL PROPERTY DESIGNATED FOR AFFORDABLE HOUSING, AFTER A PUBLIC HEARING, TO INCLUDE SUCH PROPERTIES IN ACCORDANCE WITH SECTION 125.379(1), FLORIDA STATUTES; WAIVING ADMINISTRATIVE ORDER NO. 8-4 AS IT RELATES TO REVIEW BY THE PLANNING ADVISORY BOARD AND IMPLEMENTING ORDER NO. 3-44 AS IT RELATES TO THE SECTION ENTITLED AVAILABILITY OF COUNTY PROPERTY; AUTHORIZING CONVEYANCE, AT A PRICE OF \$10.00, PURSUANT TO SECTION 125.379(2), FLORIDA STATUTES, AND SECTIONS 17-121, ET SEQ. OF THE CODE OF MIAMI-DADE COUNTY OF 26 COUNTY-OWNED PROPERTIES, INCLUSIVE OF THE 18 SURPLUS COUNTY-OWNED PROPERTIES, FOR INFILL HOUSING DEVELOPMENT TO COLLECTIVE DEVELOPERS LLC, A FLORIDA LIMITED LIABILITY COMPANY AND A NOT-FOR-PROFIT ENTITY; AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE COUNTY DEEDS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO TAKE ALL ACTION NECESSARY TO ENFORCE THE PROVISIONS SET FORTH IN SUCH COUNTY DEEDS; AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO ENSURE PLACEMENT OF APPROPRIATE SIGNAGE

**WHEREAS**, the Collective Empowerment Group of South Florida Inc. ("Collective Empowerment"), a 501(c)(3) not-for-profit corporation, is a consortium of churches represented by their pastors, which has, in the past, acquired and remodeled three single family homes, conducted several homebuyer workshops, built a youth/community garden, and offered a semester of a youth leadership after-school program; and

**WHEREAS**, Collective Empowerment has formed an entity known as Collective Developers LLC (“Collective Developers”), which is a single member limited liability company and a not-for-profit entity where its sole member is Collective Empowerment; and

**WHEREAS**, Collective Empowerment on behalf of Collective Developers has submitted an application, dated April 28, 2016, a copy of which is attached hereto as Attachment “A”, to the County requesting that the County convey to Collective Developers 26 County-owned properties (“Infill Properties”), which are more fully described in Attachment “B”, for the purpose of developing such properties with single-family homes to be sold to qualified homebuyers through the County’s Infill Housing Initiative Program (“Infill Housing Program”); and

**WHEREAS**, the Infill Properties are located in County Commission District 3; and

**WHEREAS**, Collective Empowerment also proposes that the conveyance of the Infill Properties will enhance economic growth and job creation, provide mentoring opportunities to minority subcontractors and trades and provide job internship opportunities for the residents of County Commission District 3, which has some of the poorest neighborhoods in the County; and

**WHEREAS**, Collective Empowerment has also requested that the County convey three additional properties (“Commercial Properties”), which are also more fully described in Attachment “A,” to Collective Developers for the purpose of developing such properties with a day care center, social service agency, job training center and/or such other use that will promote the public or community interest and welfare; and

**WHEREAS**, notwithstanding Collective Empowerment’s request that the County convey the Commercial Properties to them, the County, at this time, is not ready to do so; and

**WHEREAS**, Collective Empowerment through Collective Developers has entered into a development agreement with CAZO Group, which is an approved Infill Housing Program developer, to develop the Infill Properties; and

**WHEREAS**, in accordance with Administrative Order No. 8-4, the Miami-Dade Internal Services Department forwarded to all County departments and the City of Miami (the “City”) a memorandum to determine if there was a need for the Infill Properties; and

**WHEREAS**, the County departments and the City have expressed no interest in any of the properties; and

**WHEREAS**, the Infill Properties are available for conveyance to Collective Developers for the purposes stated herein; and

**WHEREAS**, section 125.379(1), Florida Statutes, requires each county to prepare an inventory list at least every three years of all real property that is appropriate for use as affordable housing and further allows the governing body of the County to revise the inventory list upon conclusion of a public hearing held before the governing body; and

**WHEREAS**, in accordance with section 125.379(1), Florida Statutes, the County has established an inventory list of all real property designated for affordable housing (the “Affordable Housing Inventory List”); and

**WHEREAS**, this Board has reviewed the Affordable Housing Inventory List as required by section 125.379(1), Florida Statutes; and

**WHEREAS**, 18 of the 26 Infill Properties have not been declared surplus and the remaining eight Infill Properties were declared surplus and included on the Affordable Housing Inventory List pursuant to Resolution No. R-527-12; and

**WHEREAS**, this Board wishes to declare the 18 Infill Properties as surplus, finds that such properties are appropriate for use as affordable housing, and wishes to revise the Affordable Housing Inventory List to include such properties as required by section 125.379(1), Florida Statutes; and

**WHEREAS**, this Board has reviewed and is satisfied with the information contained in Attachment "B" regarding the Infill Properties, which has been submitted to this Board in accordance with Resolution Nos. R-376-11 and R-333-15; and

**WHEREAS**, this Board desires to waive the requirements of Administrative Order No. 8-4 as it relates to review by the Planning Advisory Board for the Infill Properties; and

**WHEREAS**, this Board also desires to waive Implementing Order No. 3-44 as it relates to the section entitled "Availability of County Property," for the Infill Properties; and

**WHEREAS**, this Board wishes to convey the Infill Properties to Collective Developers in accordance with section 125.379(2), Florida Statutes for the development of such properties as permanent affordable housing; and

**WHEREAS**, the Infill Properties will be conveyed to Collective Developers pursuant to a reverter requiring the completion of the construction of the single family homes consistent with the Infill Housing Program within one year of the effective date of the conveyance, unless extended at the discretion of the County Mayor or County Mayor's designee, to ensure compliance with the intent of this Board,

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that:

**Section 1.** The foregoing recitals are incorporated in this resolution and are approved.

**Section 2.** This Board declares as surplus the 18 Infill Properties. This Board further, after a public hearing, revises the Affordable Housing Inventory List to include the 18 Infill Properties in accordance with section 125.379(1), Florida Statutes.

**Section 3.** This Board approves the waiver Administrative Order No. 8-4 as it related to review by the Planning Advisory Board. This Board also approves the waiver of Implementing Order No. 3-44 as it relates to the section entitled "Availability of County Property," for the Infill Properties.

**Section 4.** This Board hereby approves the conveyance of a total of 26 Infill Properties, inclusive of the 18 surplus County-owned properties, to Collective Developers, for a price of \$10.00, for development of permanent affordable housing through the Infill Housing Program pursuant to section 125.379(2), Florida Statutes, and sections 17-121, et seq. of the Code of Miami-Dade County.

**Section 5.** Pursuant to section 125.411, Florida Statutes, this Board authorizes the Chairperson or Vice-Chairperson of the Board to take all actions necessary to effectuate the conveyance of the Infill Properties, including the execution of the County Deeds, in substantially the form attached hereto and made a part hereof as Attachments "C," and "D." This Board further authorizes the County Mayor or County Mayor's designee to take all actions necessary to exercise any and all rights set forth in the County Deeds, including but not limited to granting extensions to complete the construction of the homes described herein and to exercise the County's option to enforce its reversionary interest.

**Section 6.** This Board directs the County Mayor or County Mayor's designee to ensure that proper signage is placed on properties identifying the County's name and the name of the district commissioner.

**Section 7.** This Board directs the County Mayor or County Mayor's designee, pursuant to Resolution No. R-974-09, to record in the public record all deeds, covenants, reverters and mortgages creating or reserving a real property interest in favor of the County and to provide a copy of such recorded instruments to the Clerk of the Board within 30 days of execution and final acceptance. The Board directs the Clerk of the Board, pursuant to Resolution No. R-974-09, to attach and permanently store a recorded copy of any instrument provided in accordance herewith together with this resolution.

The Prime Sponsor of the foregoing resolution is Commissioner Audrey M. Edmonson.

It was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman

Esteban L. Bovo, Jr., Vice Chairman

Bruno A. Barreiro

Jose "Pepe" Diaz

Sally A. Heyman

Dennis C. Moss

Sen. Javier D. Souto

Juan C. Zapata

Daniella Levine Cava

Audrey M. Edmonson

Barbara J. Jordan

Rebeca Sosa

Xavier L. Suarez



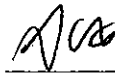
The Chairperson thereupon declared the resolution duly passed and adopted this 5<sup>th</sup> day of October, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Terrence A. Smith



# C.E.G. Collective Empowerment Group of South Florida, Inc.

April 28, 2016

## Board of Directors

### President

Rev. Dr. R. Joaquin Willis

### Vice President

Rev. Eric H. Jones

### Secretary

Bishop James Adams

### Treasurer

Elder Willie Duckworth

Rev. Michael Anderson

Rev. Dr. Jimmie Brown

Rev. Eddy Gervais

Rev. Dr. Laurie Hafner

Rev. Dr. Alphonso Jackson

Rev. Carol Nash-Lester

Rev. Howard Siplin

Rev. Gaston Smith

Rev. Paul West

Rev. Darin Woods

## Executive Director

Antonio Prado

## Member Churches

93rd Street Com Baptist

Apostolic Revival Center

Bethel Apostolic Temple

Beulah Missionary Baptist

Church of God of Prophecy

Church of God Tabernacle

Church of the Ascension

Church of the Open Door

Community Christian

Coral Gables Congregations

Eagles Temple

Ebenezer United Methodist

El Bethel Tabernacle Comm

Emmanuel COGIC of Florida

Faith Community Baptist

Fountain Ministries

Friendship MBC

Harris Chapel UMC

Hosanna Community Baptist

Kolonia Worship Center

Mt. Hermon AME Church

Mt. Pleasant AME Hollywood

Mt. Sinai Baptist Church

Mt. Zion MBC

New Bethel AME Church

New Birth Cathedral Faith

New Born Faith Deliverance

New Canaan MBC

New Hope MBC

New Jerusalem First MBC

New Jerusalem PBC

New Providence MBC

New Way Fellowship Praise

New You Ministries

Second Baptist Church

St. John Institutional MBC

St. Paul United Methodist Church

St. Ruth MBC

Sweet Home MBC

True Vine MBC

The Hon. Audrey M. Edmonson  
Miami-Dade County Commissioner, District 3  
2525 N.W. 62<sup>nd</sup> Street, Suite 4200  
Miami, FL 33142

Dear Commissioner Edmonson:

As discussed at our meeting on February 29<sup>th</sup>, this will confirm our request for conveyance of District 3 Infill Lots to our organization. Residential lots are listed in attached Addendum "A." They will be developed under the County's Infill Affordable Housing Program. Three additional commercial lots, which will support the adjoining residential lots, are listed in attached Addendum "B." Please note:

- 1) Conveyance of properties should be to our real estate development subsidiary, "Collective Developers LLC" (CDLLC), a single-member Limited Liability Company where the CEG is the Sole Member, holding a 100% ownership in the subsidiary. CDLLC is a **nonprofit entity**, using the CEG's same federal identification number (FEIN): 20-1348951.
- 2) The CEG is a nonprofit Florida corporation, representing the interests of the churches listed on this letterhead, and their congregations.
- 3) CDLLC has entered into a Development Agreement with a recognized and respected private-sector developer, Armando Cazo, principal of CAZO GROUP. All properties subject of this request will be developed under this Agreement, a copy of which was previously sent to your office.
- 4) To the extent allowed by market conditions, we will seek to further the following goals in those properties, as applicable:
  - a) Creation of new affordable for-sale residential units, to foster new homeownership opportunities
  - b) Creation of new commercial uses on the three lots listed in Addendum "B". Such uses will be the result of canvassing the surrounding area to select uses that will promote community interest and welfare, i.e.: day care center, social service agency, and/or job training center.

We thank you again for your kind consideration and support. We look forward to your further news.

Respectfully yours,

*R. Joaquin Willis*  
Rev. Dr. R. Joaquin Willis  
President/CEO

(v6)

CEG/ Collective Empowerment Group of South Florida, Inc.  
6001 N.W. 8<sup>th</sup> Avenue \* Miami, Florida 33127 \* 305-759-0373

**Infill Affordable Housing Program - Residential Lots (District 3)**

#	Folio	Address	Lot size	Assessment	Zoning
1	30-3121-026-0700	2948 NW 45 St	57 x 87	\$ 43,296	RU-2
2	30-3121-028-0340	4420 NW 30 Ave	69 x 87	\$ 13,340	RU-2
3	30-3115-005-3760	1854 NW 63 St	80 x 90	\$ 21,434	RU-2
4	30-3115-005-5610	1828 NW 68 Terrace	80 x 90	\$ 21,434	RU-2
5	30-3115-040-0301	2381 NW 56 St	6,556 SF	\$ 19,724	RU-1
6	30-3121-000-0290	4615 NW 31 Court	80 x 90	\$ 18,282	RU-2
7	01-3218-007-0030	625 NE 70 St	60 x 90	\$ 148,459	T3-L (SF)
8	30-3101-013-0440	596 NW 101 St	50 x 109	\$ 20,886	RU-3B
9	30-3111-031-1070	7643 NW 14 Pl (Adj N)	61 x 108	\$ 15,515	RU-1
10	30-3115-000-0100	6340 NW 19 Ave	50 x 150	\$ 22,726	RU-2
11	30-3115-000-0300	6230 NW 19 Ave	100 x 150	\$ 45,451	RU-2
12	01-3113-024-1730	600 NW 69 St	80 x 100	\$ 30,638	T3-0 (Duplex)
13	01-3113-060-0660	174 NW 57 St	50 x 136	\$ 26,225	T3-0 (Duplex)
14	01-3122-008-1800	3759 NW 23 Court	5,834 SF	\$ 30,628	T5-L (Res-Med Retail)
15	01-3123-011-0740	1075 NW 48 St	50 x 100	\$ 12,500	T3-R (SF)
16	01-3123-012-0210	1221 NW 53 St	89 x 100	\$ 29,772	T3-L (SF)
17	01-3123-018-0120	1529 NW 38 St	40 x 146	\$ 35,040	T5-L (Res-Med Retail)
18	01-3123-038-0500	1528 NW 39 St	50 x 135	\$ 40,500	T5-L (Res-Med Retail)
19	01-3124-013-2550	524 NW 53 St	12,028 SF	\$ 20,145	T3-0 (Duplex)

**Infill Affordable Housing Program - Brownsville-Cluster Residential Lots (District 3)**

#	Folio	Address	Lot size	Assessment	Zoning
1A	30-3122-060-0010	2600 NW 48 Terr	11,025 SF	\$ 24,806	RU-2 (Duplex)
2A	30-3122-060-0020	2601 NW 48 St	11,130 SF	\$ 25,042	RU-2 (Duplex)
5	30-3122-015-0050		3,150 SF	\$ 28,350	BU-2 (Commercial)
6	30-3122-015-0060		3,150 SF	\$ 7,875	RU-2 (Duplex)
7	30-3122-015-0070		2,510 SF	\$ 6,275	RU-2 (Duplex)
16	30-3122-015-0110		2,544 SF	\$ 6,360	RU-2 (Duplex)
17-18	30-3122-015-0120	2641 NW 48 St	6,300 SF	\$ 56,700	BU-3 (Commercial)

(all of these seven lots to be for Affordable Housing; rezone to residential, as needed)

**Commercial Lots - Brownsville (District 3) (adjoining Brownsville-Cluster Residential Lots)**

#	Folio	Address	Lot size	Assessment	Zoning
4	30-3122-015-0040	4821 NW 27 Ave	2,250 SF	\$ 22,500	BU-2 (Commercial)
20	30-3122-015-0140	4807 NW 27 Ave	2,250 SF	\$ 22,500	BU-2 (Commercial)
21	30-3122-015-0150	4811 NW 27 Ave	2,250 SF	\$ 22,500	BU-2 (Commercial)

# ATTACHMENT "B"

## LOT INFORMATION IN ACCORDANCE WITH RESOLUTION R-376-11 and R-333-15

Folio	Address	Department User	Lot Size	District	Zoning	Legal Description	2015 Assessed Value	Type of Deed Acquired	Circulation Date	Surplus Date / Reso
1. <u>3031220600010</u>	2600 NW 48 TER	MIAMI-DADE COUNTY PHCD	11,025	3	RU-2	MODEL ESTS SUB NO 2-REV PB 107-71 LOT 1A BLK 2	\$24,806.00	QUIT CLAIM DEED 9-18-2001 OR 20591-0814		Surplused by PHCD for Infill Housing Program 7/32012 R-527-12
2. <u>3031220600020</u>	2601 NW 48 ST	MIAMI-DADE COUNTY PHCD	11,130	3	RU-2	MODEL ESTS SUB NO 2-REV PB 107-71 LOT 2A BLK 2	\$25,042.00	QUIT CLAIM DEED 9-18-2001 OR 20591-0814		Surplused by PHCD for Infill Housing Program 7/32012 R-527-12
3. <u>3031220150050</u>	3 RD ADJACENT WEST OF 2600 NW 48 ST	MIAMI-DADE COUNTY PHCD	3,150	3	BU-2	MANHATTAN PARK PB 18-38 LOT 5 BLK 1	\$23,350.00			Surplused by PHCD for Infill Housing Program 7/32012 R-527-12
4. <u>3031220150060</u>	2ND LOT ADJACENT WEST OF 2600 NW 48 ST	MIAMI-DADE COUNTY PHCD	3,150	3	RU-2	MANHATTAN PARK PB 18-38 LOT 6 BLK 1 AKA PARCEL 96-3	\$7,875.00			Surplused by PHCD for Infill Housing Program 7/32012 R-527-12
5. <u>3031220150070</u>	ADJACENT WEST OF 2600 NW 48 TER	MIAMI-DADE COUNTY PHCD	2,510	3	RU-2	MANHATTAN PARK PB 13 PORT LOT 7 BLK 1 LYG W PB 104-63	\$6,275.00			Surplused by PHCD for Infill Housing Program 7/32012 R-527-12
6. <u>3031220150110</u>	EAST OF 4801 NW 27 AVE	MIAMI-DADE COUNTY PHCD	2,544	3	RU-2	MANHATTAN PARK PB 18-38 PORT LOT 16 BLK 1 LYG W OF PB 104-63	\$6,360.00			Surplused by PHCD for Infill Housing Program 7/32012 R-527-12
7. <u>3031220150120</u>	2641 NW 48 ST	MIAMI-DADE COUNTY PHCD	6,300	3	B-3	MANHATTAN PARK PB 18-38 PARCEL 96-12 AKA LOTS 17 & 18 BLK 1 LOT SIZE IRREGULAR	\$56,700.00			Surplused by PHCD for Infill Housing Program 7/32012 R-527-12
8. <u>3031210260700</u>	2948 NW 45 ST	INTERNAL SERVICES	4,959	3	RU-2	21 53 41 ROOSEVELT PARK PB 9-90 LOT 10 & LOT 11 LESS W3FT BLK 3	\$43,296.00	Tax Deed 02/01/2004 OR 22111-4693		Surplused by PHCD for Infill Housing Program 7/32012 R-527-12
9. <u>3031210280340</u>	4420 NW 30 AVE	INTERNAL SERVICES	6,033	3	RU-2	ROOSEVELT PK ADD NO 1 PB 9-165 LOTS 1 & 2 BLK 8 LOT SIZE 69,340 X 87	\$13,771.00	Tax Deed 02/06/2014 OR 29021-2397	ISD Circulated 3-28-2016	Not Surplus
10. <u>3031150053760</u>	1854 NW 63 ST	INTERNAL SERVICES	7,200	3	RU-2	LIBERTY CITY PB 7-79 LOT 7 & 8 BLK 14	\$21,434.00	Tax Deed 02/06/2014 OR 29021-4366	ISD Circulated 3-28-2016	Not Surplus
11. <u>3031150055610</u>	1828 NW 68TH ST	INTERNAL SERVICES	7,200	3	RU-2	15 53 41 LIBERTY CITY PB 7-79 LOTS 10 & 11 BLK 20	\$21,434.00	Tax Deed 03/21/2014 OR 29111-2109	ISD Circulated 3-28-2016	Not Surplus
12. <u>3031150400301</u>	2381 NW 56 Street	INTERNAL SERVICES	6,556	3	RU-1	15 53 41 HIGHRIIDGE PARK PB 17-5 S44FT OF LOTS 15 & 16 BLK 2	\$19,724.00	Tax Deed 03/21/2014 OR 29400-3436	ISD Circulated 3-28-2016	Not Surplus

Folio	Address	Department User	Lot Size	District	Zoning	Legal Description	2015 Assessed Value	Type of Deed County Acquired Property	Circulation Date	Surplus Date / Reso
13. <u>3031210000290</u>	4615 NW 31 CT	INTERNAL SERVICES	7,200	3	RU-1	21 53 41 17 AC BEG SE COR OF SW 1/4 OF SW 1/4 OF NE 1/4 N195FT W122.2FT FOR POB W90 FT S80FT E90FT N80FT TO POB 39-21 LOT 2 BLK 5 LOT SIZE 50,500 X 109	\$8,282.00	Tax Deed 08/13/2013 OR 28835-2652	ISD Circulated 3-28-2016	Not Surplus
14. <u>3031010130440</u>	596 NW 101 ST	INTERNAL SERVICES	5,505	3	BUNGALOW COURTS	SECURITY HOMESITES PB 10-50 LOTS 1-2 & N1/2 LOT 3 BLK 6	\$20,886.00	Tax Deed 08/13/2013 OR 28835-2774	ISD Circulated 3-28-2016	Not Surplus
15. <u>303110311070</u>	ADJACENT NORTH OF 7643 NW 14 PL	INTERNAL SERVICES	6,642	3	RU-1	11 53 41 OAKLAND PARK COR OF SE 1/4 OF SW 1/4 OF NE 1/4 N50FT W150FT S50FT E150FT TO POB	\$15,515.00	Tax Deed 10/23/2013 OR 28880-2764	ISD Circulated 3-28-2016	Not Surplus
16. <u>3031150000100</u>	6340 NW 19 AVE	INTERNAL SERVICES	7,500	3	RU-2	15 53 41 BEG 600FT OF SE COR OF SE 1/4 OF SW 1/4 OF NE 1/4 N50FT W150FT S50FT E150FT TO POB	\$23,840.00	Tax Deed 12/15/2014 OR 29433-3431	ISD Circulated 3-28-2016	Not Surplus
17. <u>3031150000300</u>	6230 NW 19 AVE	INTERNAL SERVICES	15,000	3	RU-2	15 53 41 BEG 150FTN OF SE COR OF E1/2 OF SE 1/4 OF SW 1/4 OF NE 1/4 OF N100FT W150FT S100FT E150FT TO POB	\$43,451.00	Tax Deed 03/21/2014 OR 29115-2160	ISD Circulated 3-28-2016	Not Surplus
18. <u>0132180070030</u>	625 NE 70 ST	INTERNAL SERVICES	5,400	3	RU-1	18 53 42 ACADIA SUB PB 3-216 LOT 3	\$148,459.00	Tax Deed 07/23/2012 OR 28203-2899	ISD Circulated 8-14-2014	Not Surplus
19. <u>0131130241730</u>	600 NW 69 ST	INTERNAL SERVICES	8,000	3	RU-2	SEVENTH AVE HIGHLANDS PB 14-13 LOTS 29 & 30 BLK 9	\$30,638.00	Tax Deed 08/13/2013 OR 28835-4113	ISD Circulated 8-14-2014	Not Surplus
20. <u>0131130600660</u>	174 NW 57 ST	INTERNAL SERVICES	6,800	3	RU-2	BISCAYNE AVE TR PB 3-195 LOT 19 BLK 4	\$26,225.00	Tax Deed 03/22/2013 OR 28574-1249	ISD Circulated 8-14-2014	Not Surplus
21. <u>0131220081800</u>	3759 NW 23 CT	INTERNAL SERVICES	5,834	3	RESIDENTIAL MEDIUM RETAIL	GARDEN CITY PB 5-73 E68.63FT OF LOTS 29 & 30 BLK 8	\$30,628.00	Tax Deed 10/26/2001 OR 19980-3797	ISD Circulated 8-14-2014	Not Surplus
22. <u>0131230110740</u>	1075 NW 48 ST	INTERNAL SERVICES	5,000	3	RU-1	23 53 41 CRESTWOOD PB 8-7 LOT 15 BLK 4	\$12,500.00	Tax Deed 08/13/2013 OR 28799-4572	ISD Circulated 8-14-2014	Not Surplus
23. <u>0131230120210</u>	1221 NW 53 ST	INTERNAL SERVICES	8,960	3	RU-1	PALM PARK AMD PB 7-43 ALL OF LOT 23 & LOT 24 LESS E5.2FT BLK 1	\$29,772.00	Tax Deed 08/13/2013 OR 28799-4220	ISD Circulated 8-14-2014	Not Surplus
24. <u>0131230180120</u>	1529 NW 38 ST	INTERNAL SERVICES	5,840	3	RESIDENTIAL MEDIUM RETAIL	ALLAPATTAH VIEW PB 12-67 LOT 13 BLK 1	\$35,040.00	Tax Deed 04/22/2013 OR 28593-0919	ISD Circulated 8-14-2014	Not Surplus
25. <u>0131230380500</u>	1528 NW 39 ST	INTERNAL SERVICES	6,750	3	RESIDENTIAL MEDIUM RETAIL	CEDARHURST PB 11-18 LOT 52 & STRIP 35FT X 50FT ADJ LOT 52 ON S	\$40,500.00	Tax Deed 10/19/2012 OR 28321-2074	ISD Circulated 8-14-2014	Not Surplus
26. <u>0131240132550</u>	524 NW 53 ST	INTERNAL SERVICES	12,029	3	RU-2	24 53 41 RAILWAY SHOPS ADD AMD PB 3-183 E1/2 LOT 8 ALL LOT 9 & W25.6FT LOT 21 BLK 14	\$20,145.00	Tax Deed 02/10/2014 OR 29024-2412	ISD Circulated 8-14-2014	Not Surplus

## ATTACHMENT "C"

Instrument prepared by and returned to:  
Terrence A. Smith  
Assistant County Attorney  
111 N.W. 1<sup>st</sup> Street, Suite 2810  
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

## COUNTY DEED

**THIS DEED**, made this \_\_\_\_ day of \_\_\_\_\_, 2016 by **MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida**, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **COLLECTIVE DEVELOPERS LLC**, a Florida limited liability company and a not-for-profit entity (hereinafter "Developer"), whose address is 6001 N.W. 8<sup>th</sup> Avenue, Miami, Florida 33127.

**WITNESSETH** that the County, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by the Developer, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Developer, their successors and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Properties"):

*As legally described in Exhibit "A" attached hereto and made a part hereof*

**THIS CONVEYANCE IS SUBJECT TO** all zoning, rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Properties; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of closing and subsequent years and the following restrictions:

1. That the Properties shall be developed with affordable housing, as defined by and in accordance with the requirements of the Infill Housing Initiative Program established in Sections 17-121 through 17-128 of the Code of Miami-Dade County, Implementing Order No. 3-44, and the Miami-Dade County's Infill Housing Initiative Guidelines. The Developer shall sell such affordable housing to qualified homebuyers whose income range is established up to 140% of the most recent median family income for the County reported by the United States Department of Housing and Urban Development. Prior to such conveyance, a restrictive covenant, in a form approved by the County in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.
2. That the Properties shall be developed within one (1) year of the recording

of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this Paragraph 2, the County may, in its sole discretion, waive this requirement upon the County Mayor or the County Mayor's designee finding it necessary to extend the time frame in which the Developer must complete the homes. In order for such waiver by the County to be effective, the waiver must:

- a. Be granted and recorded in the Public Record of Miami-Dade County, prior to the County's exercise of the reverter; and
- b. Be evidenced by a document prepared and executed by the County Mayor or the County Mayor's designee granting such waiver, and accepted by the Developer in writing. Such document shall specify the new time frame in which the Developer must complete the homes.

The document prepared and executed as set forth herein shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver.

3. That the affordable housing developed on the Properties shall be sold to a qualified household, as defined in Sections 17-122(n) of the Code of Miami-Dade County, but under no circumstances shall the sales price of the home exceed One Hundred and Seventy-Five Thousand and 00/100 (\$175,000.00). In the event the Developer fails to sell the home to a qualified household or sells the home above One Hundred and Seventy-Five Thousand and 00/100 (\$175,000.00) and the Developer, upon written notification from the County, fails to cure such default, then title to the subject Properties reverts to the County, at the option of the County, as set forth in paragraph 9, and by such reverter to the County, the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.
4. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), the Developer shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for the Developer to notify these residents of the availability of homeownership opportunities.
5. That Developer shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of any conveyance to qualified homebuyers.
6. The Developer shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of conveyance from the developer to the qualified household the County's "Affordable Housing Restrictive Covenant," and include the following



language in the deed of conveyance:

“This Property is subject to an “Affordable Housing Restrictive Covenant” recorded simultaneously herewith, which states that the Property shall remain affordable during the “Control Period.” The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from the developer to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (60) years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a qualified household as defined in Section 17-122(n) of the Miami-Dade County Code at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant.”

7. That Developer shall pay real estate taxes and assessments on the Properties or any part thereof when due. Developer shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Developer may encumber the Properties with:
  - a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the Project in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
  - b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
  - c) Any mortgage(s) in favor of any lender that may go into default, lis pendens, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, the affordable deed restrictions are enforceable and can only be extinguished by the County. The deed restrictions shall run with the land notwithstanding the mortgage or change in ownership for the control period. The affordable deed restrictions apply to the “successors, heirs and assigns” of the burdened land owner.
8. The recordation, together with any mortgage purporting to meet the requirements of clauses 7(a) or 7(b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the Project is equal to or greater than the amount of such mortgages(s), shall

constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

9. If in the sole discretion of the County, one or more of the Properties ceases to be used solely for the purpose set forth herein by the Developer, or if the Developer fails to construct the homes described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if any term of this County Deed is not complied with, the Developer shall correct or cure the default/violation within (30) days of notification of the default by the County as determined in the sole discretion of the County. If the Developer fails to remedy the default within thirty (30) days, title to the subject Properties shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, the Developer shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by the Developer. The County retains a reversionary interest in the Properties, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County.
10. All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Properties.

Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish the Developer with an appropriate instrument acknowledging satisfaction with all Deed restrictions listed above. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

This grant conveys only the interest of the Miami-Dade County and its Board of County Commissioners in the Properties herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Jean Monestime, Chairman

Approved for legal sufficiency:

By: \_\_\_\_\_  
Terrence A. Smith  
Assistant County Attorney

The foregoing was authorized by Resolution No. R-\_\_\_\_\_ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**EXHIBIT "A"**

30-3122-060-0010	MODEL ESTS SUB NO 2-REV PB 107-71 LOT 1A BLK 2
30-3121-026-0700	21 53 41 ROOSEVELT PARK PB 9-90 LOT 10 & LOT 11 LESS W3FT BLK 3
30-3121-028-0340	ROOSEVELT PK ADD NO 1 PB 9-165 LOTS 1 & 2 BLK 8
30-3115-005-3760	LIBERTY CITY PB 7-79 LOT 7 & 8 BLK 14
30-3115-005-5610	15 53 41 LIBERTY CITY PB 7-79 LOTS 10 & 11 BLK 20
30-3115-040-0301	15 53 41 HIGHRIDGE PARK PB 17-5 S44FT OF LOTS 15 & 16 BLK 2
30-3121-000-0290	21 53 41 .17 AC BEG SE COR OF SW1/4 OF SW1/4 OF NE1/4 N195FT W122.2FT FOR POB W90 FT S80FT E90FT N80FT TO POB
30-3101-013-0440	SECURITY HOMESITES PB 39-21 LOT 2 BLK 5
30-3111-031-1070	11 53 41 OAKLAND PARK PB 10-50 LOTS 1-2 & N1/2 LOT 3 BLK 6
30-3115-000-0100	15 53 41 BEG 600FTN OF SE COR OF SE 1/4 OF SW1/4 OF NE1/4 N50FT W150FT S50FT E150FT TO POB
30-3115-000-0300	15 53 41 BEG 150FTN OF SE COR OF E1/2 OF SE1/4 OF SW1/4 OF NE1/4 OF N100FT W150FT S100FT E150FT TO POB
01-3218-007-0030	18 53 42 ACADIA SUB PB 3-216 LOT 3
01-3113-024-1730	SEVENTH AVE HIGHLANDS PB 14-13 LOTS 29 & 30 BLK 9
01-3113-060-0660	BISCAYNE AVE TR PB 3-195 LOT 19 BLK 4
01-3122-008-1800	GARDEN CITY PB 5-73 E68.63FT OF LOTS 29 & 30 BLK 8
01-3123-011-0740	23 53 41 CRESTWOOD PB 8-7 LOT 15 BLK 4
01-3123-012-0210	PALM PARK AMD PB 7-43 ALL OF LOT 23 & LOT 24 LESS E5.2FT BLK 1

01-3123-018-0120	ALLAPATTAH VIEW PB 12-67 LOT 13 BLK 1
01-3123-038-0500	CEDARHURST PB 11-18 LOT 52 & STRIP 35FT X 50FT ADJ LOT 52 ON S
01-3124-013-2550	24 53 41 RAILWAY SHOPS ADD AMD PB 3-183 E1/2 LOT 8 ALL LOT 9 & W25.6FT LOT 21 BLK 14

**ATTACHMENT "D"**

Instrument prepared by and returned to:  
Terrence A. Smith  
Assistant County Attorney  
111 N.W. 1<sup>st</sup> Street, Suite 2810  
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

**COUNTY DEED  
(CDBG)**

**THIS DEED**, made this \_\_\_\_ day of \_\_\_\_\_, 2016 by **MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida**, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **COLLECTIVE DEVELOPERS LLC**, a Florida limited liability company and a not-for-profit entity (hereinafter "Developer"), whose address is 6001 N.W. 8<sup>th</sup> Avenue, Miami, Florida 33127.

**WITNESSETH** that the County, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by the Developer, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Developer, their successors and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Properties"):

*As legally described in Exhibit "A" attached hereto and made a part hereof*

**THIS CONVEYANCE IS SUBJECT TO** all zoning, rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Properties; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of closing and subsequent years and the following restrictions:

1. That the Properties shall be developed with affordable housing, as defined by and in accordance with the requirements of the Infill Housing Initiative Program established in Sections 17-121 through 17-128 of the Code of Miami-Dade County, Implementing Order No. 3-44, and the Miami-Dade County's Infill Housing Initiative Guidelines. The Developer shall sell such affordable housing to qualified homebuyers whose income range is established up to 140% of the most recent median family income for the County reported by the United States Department of Housing and Urban Development. Prior to such conveyance, a restrictive covenant, in a form approved by the County in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.

2. That the Properties shall be developed within one (1) year of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this Paragraph 2, the County may, in its sole discretion, waive this requirement upon the County Mayor or the County Mayor's designee finding it necessary to extend the time frame in which the Developer must complete the homes. In order for such waiver by the County to be effective, the waiver must:
  - a. Be granted and recorded in the Public Record of Miami-Dade County, prior to the County's exercise of the reverter; and
  - b. Be evidenced by a document prepared and executed by the County Mayor or the County Mayor's designee granting such waiver, and accepted by the Developer in writing. Such document shall specify the new time frame in which the Developer must complete the homes.

The document prepared and executed as set forth herein shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver.

3. That the affordable housing developed on the Properties shall be sold to a qualified household, as defined in Sections 17-122(n) of the Code of Miami-Dade County, but under no circumstances shall the sales price of the home exceed One Hundred and Seventy-Five Thousand and 00/100 (\$175,000.00). In the event the Developer fails to sell the home to a qualified household or sells the home above One Hundred and Seventy-Five Thousand and 00/100 (\$175,000.00) and the Developer, upon written notification from the County, fails to cure such default, then title to the subject Properties reverts to the County, at the option of the County, as set forth in paragraph 9, and by such reverter to the County, the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.
4. Within thirty (30) days of closing on the sale of the home to the qualified household, Grantee shall submit a report to Miami-Dade County's Public Housing and Community Development indicating the size of the household, ethnicity of the household, and the amount of Program income generated from the amount (percentage) of the Community Development Block Grant investment. Program income is defined as the income from the sale of the houses
5. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), the Developer shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for the Developer to notify these residents of the availability of homeownership opportunities.

6. That Developer shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of any conveyance to qualified homebuyers.
7. The Developer shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of conveyance from the developer to the qualified household the County's "Affordable Housing Restrictive Covenant," and include the following language in the deed of conveyance:

"This Property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period." The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from the developer to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (60) years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a qualified household as defined in Section 17-122(n) of the Miami-Dade County Code at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant."

8. That Developer shall pay real estate taxes and assessments on the Properties or any part thereof when due. Developer shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Developer may encumber the Properties with:
  - a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the Project in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
  - b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
  - c) Any mortgage(s) in favor of any lender that may go into default, lis penden, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, the affordable deed restrictions are enforceable and can only be extinguished by the County. The deed restrictions shall run with



the land notwithstanding the mortgage or change in ownership for the control period. The affordable deed restrictions apply to the "successors, heirs and assigns" of the burdened land owner.

9. The recordation, together with any mortgage purporting to meet the requirements of clauses 7(a) or 7(b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the Project is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.
10. If in the sole discretion of the County, one or more of the Properties ceases to be used solely for the purpose set forth herein by the Developer, or if the Developer fails to construct the homes described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if any term of this County Deed is not complied with, the Developer shall correct or cure the default/violation within (30) days of notification of the default by the County as determined in the sole discretion of the County. If the Developer fails to remedy the default within thirty (30) days, title to the subject Properties shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, the Developer shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by the Developer. The County retains a reversionary interest in the Properties, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County.
11. All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Properties.

Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish the Developer with an appropriate instrument acknowledging satisfaction with all Deed restrictions listed above. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the

Circuit Court of Miami-Dade County, Florida.

This grant conveys only the interest of the Miami-Dade County and its Board of County Commissioners in the Properties herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Jean Monestime, Chairman

Approved for legal sufficiency:

By: \_\_\_\_\_  
Terrence A. Smith  
Assistant County Attorney

The foregoing was authorized by Resolution No. R-\_\_\_\_\_ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**EXHIBIT "A"**

30-3122-060-0020	MODEL ESTS SUB NO 2-REV PB 107-71 LOT 2A BLK 2
30-3122-015-0050	MANHATTAN PARK PB 18-38 LOT 5 BLK 1
30-3122-015-0060	MANHATTAN PARK PB 18-38 LOT 6 BLK 1 AKA PARCEL 96-3
30-3122-015-0070	MANHATTAN PARK PB 1 3 PORT LOT 7 BLK 1 LYG W PB 104-63
30-3122-015-0110	MANHATTAN PARK PB 18-38 PORT LOT 16 BLK 1 LYG W OF PB 104-63
30-3122-015-0120	MANHATTAN PARK PB 18-38 PARCEL 96-12 AKA LOTS 17 & 18 BLK 1